IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMONS FOR JUDGMENT NO. 455 OF 2001

IN

SUMMARY SUIT NO. 4144 OF 2000

Agricon Industries .....Plffs.
vs.
Vinay S.Chitnis .....Defnds.

Mr.A.M. Vernekar a/w. Madhavi Deshapande advocate for the plaintiffs.
Mr. Ketan Parekh, advocate for the defendants.

CORAM: S.U. KAMDAR, J.

DATE : 6th September, 2005.

P.C. :.

1. The present suit is filed on a so called written agreement. The learned counsel for the plaintiffs relies upon in support of the written contract letters at Ex.A, B, E and G-1. From the perusal of the correspondence it is clear that the goods were infact sold to a company known as

Bamousa. Howver the said company could not take delivery of the goods and pay the money. The goods were entrustd to the defednant by the plaitniff for the purpose of selling the goods in the market and repay the money. It is the case ofthe plaintiff that the said amount is not paid and thereofre the present suit is filed. In my opinion the correspondece indicatds that the defendant was not the purchaser of the goods but were merely acting as an agent of the plaintiff. There is no invoice, delivery challans of the said goods to indicate that the goods were infact sold by the plaintiff to the defendant an thus the amount is liable to be paid.

2. The amount of Rs.3.00 lacs is already deposited by the defendant. The same to be invested by the Prothonotary and Senior Master in fixed deposit initially for a period of three years and the said fixed deposit to be renewed from time to time with accrued interest till further orders. Leave to defend is accordingly granted on the

aforesaid deposit only.

3. Suit is transferred to the list of Commercial Causes. Written statement or points of defence to be filed four weeks from today. Affidavits, list of documents to be filed within four weeks thereafter. Inspection within four weeks thereafter. Suit to be on board of the learned Judge taking Commercial Causes.

sd/-

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